



## COMMUNITY FACILITIES MANAGEMENT

### COMMUNITY VENUES CASUAL HIRE PROCEDURES (TERMS AND CONDITIONS)

TRIM 148405.2020



**COMMUNITY FACILITIES MANAGEMENT**  
**Community Venues Casual Hire Terms and Conditions**

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## **COMMUNITY FACILITIES MANAGEMENT**

### **Community Venues Casual Hire Terms and Conditions**

Liverpool City Council is committed to delivering high quality services and Venues that are accessible to all and which meet the needs of the general community.

- 1 Purpose/ Objectives**
  - 1.1 The purpose of this procedure is to set out the process of and terms and conditions of hiring Council's Community Venues.
  - 1.2 This procedure ensures that Council's Venues are accessible to all community members as individuals or groups and a mix of social and community functions are held at each Venue.
  
- 2 Scope**
  - 2.1 This procedure covers the conditions of hire for Council's Community Facilities available for hire on a casual basis. The granting of agreements for longer periods through licences or Permanent Hire Agreements does not form part of this procedure.
  - 2.2 Sporting ovals, parks and recreational areas adjacent to any Community Venue does not form part of this procedure. For further information on booking a park, Casual Hirers should contact Liverpool City Council, Customer Service Centre on 1300 36 2170.
  
- 3 Definitions**

**Booking:** a set date and time made for a Community Venue

**Casual Hire Agreement:** the agreement entered into by the Casual Hire to use a Community Venue or Room for its functions, programs and other activities and which does not require an expression of interest process.

**Casual Hirer:** A Casual Hirer who books a Venue once or a few times throughout the year (maximum 10 bookings per calendar year).

**Community Organisation:** A not-for-profit (NFP) society, association or club established for community service purposes except political or lobbying purposes.

**Community Venue/ Venue:** A Council-owned Venue that can be booked by individuals and organisations for social functions, community programs and other activities.

**Event/ Function:** A planned public or social occasion.

**Permanent Casual Hirer:** (also known as a Permanent Hirer) is a person or organisation including a Community Organisation who has entered into a Permanent Hire Agreement and who hires a Venue regularly throughout the year (more than 10 bookings per calendar year).

**Permanent Hire Agreement:** a 2 year agreement between Council and the Permanent Casual Hirer to use a Community Venue or a Room within a Venue for its functions, programs and other activities following an EOI process.

**Room:** A specific area within a Community Venue with designated capacity – may refer to a function room, meeting room or boardroom.
  
- 4 Bookings and the Booking Process**
  - 4.1 Bookings can be made by contacting Council's Customer Service Centre on 1300 36 2170.
  - 4.2 Council's Community Venues are available to hire at the following times:
    - Sunday to Thursday – 8.00 am to 11.00 pm

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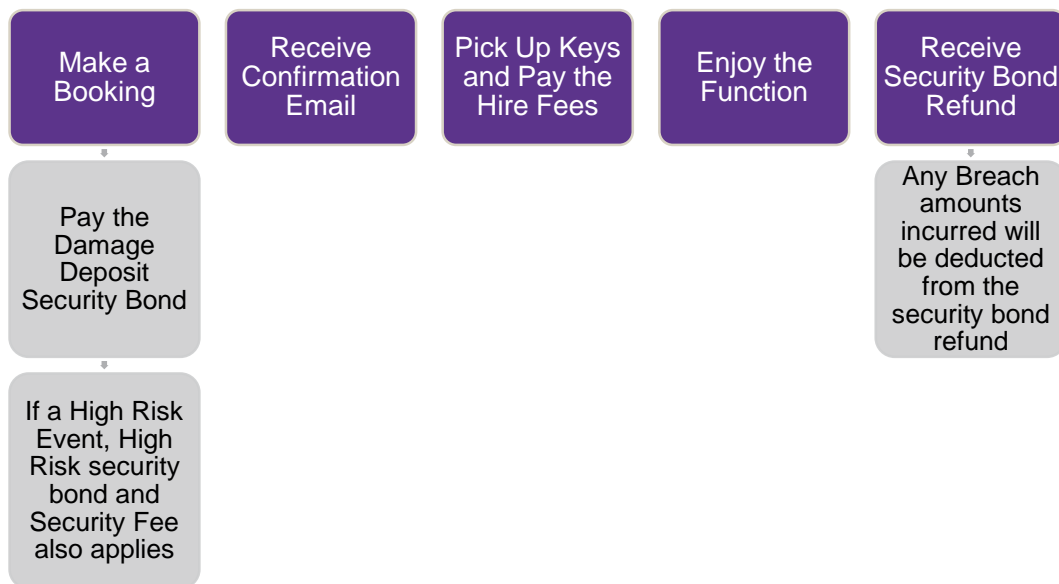
- Friday to Saturday – 8.00 am to 11.00 pm/ 12.00 midnight/ 1.00 am depending on the closing time of the individual community Venue
- 4.3 The Community Facilities are not available to hire overnight or over multiple days where items are to be left setup in the Venue.
- 4.4 Council's Venues are closed from Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day inclusive. No casual bookings are permitted during this time.
- 4.5 The Casual Hirer must be 21 years of age and over – proof of age will be required. No Venue can be used unless suitable adult supervision is present at all times during the hire period. Supervision is mandatory and must be planned and organised by the Casual Hirer, e.g. parties for 21st and under must be supervised by responsible adults, preferably parents, for the entire hire period. The Casual Hirer must disclose what planned supervision has been organised. Should the Casual Hirer not be able to provide the information, hire of the Venue can be refused.
- 4.6 The Casual Hirer must disclose the intended use of the Venue, including the nature of the function and number of attendees expected.
- 4.7 The Casual Hirer may only use the Venue or Room booked for the purposes shown on their hire agreement. Penalty fees apply if the room is used for a different purpose other than what was originally stated on the booking. The specific function Room(s) booked may be used only for the day(s) and time period confirmed to the Casual Hirer. Any time required for setting up or cleaning at the end of the function must be included in the period booked. Entry to the Venue outside agreement hours will be regarded as a breach and incur charges.
- 4.8 All Casual Hirers are required to complete the casual hire agreement and sign the appropriate declarations.
- 4.9 Only 2 dates for a casual booking can be requested at any one time. A security bond is payable for each booking and is non-transferable.
- 4.10 The minimum notice required to make a booking is as follows:
- 15 days prior to the booking date for any function that will be serving alcohol
  - 5 working days prior to the booking date for any other function – all fees must be paid upfront
- Any change/cancellation procedures/fees further requested will apply.
- 4.11 No tentative bookings will be accepted.
- 4.12 Upon receiving the confirmation email after making a booking, the Casual Hirer is responsible for reviewing and ensuring all booking details are correct. If there are any errors, the Casual Hirer must forward corrections to Council in writing within 10 working days of the date the booking was made, otherwise any administration or cancellation fees will apply.
- 4.13 To allow for social functions, no permanent bookings from Community Organisations are accepted from 3.00 pm to midnight on

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Fridays, and after 3.00 pm Saturdays to 11.00 pm Sundays. However, Council reserves the right to refuse permanent usage on Saturday mornings depending on the Venue's demand for private functions.

- 4.14 Casual Hirers who use any Council Community Venues collectively more than 10 times in a calendar year will be considered a Permanent Casual Hirer (for insurance purposes) and must provide a copy of their Certificate of Currency for Public Liability Insurance with coverage for no less than ten million dollars (\$10,000,000) to Council. For more information on permanent hire visit [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au) or contact 1300 36 2170.

**The Booking Process**



**5 Community and Religious Organisations**

- 5.1 A Community Organisation refers to an incorporated organisation that has a charitable status and principally provides community services for the aged, disabled, youth, children, families and multi-cultural communities.
- 5.2 Bookings for religious organisations include services, prayer meetings, committee meetings, supportive programs, consultations and counselling, and youth groups. Religious ceremonies that pertain to a private event such as weddings, christenings and wakes do not fall under this category. Religious organisations must supply a copy of their Certificate of Currency for Public Liability Insurance.
- 5.3 Organisations seeking a not for profit rate will be required to send their request in writing and provide proof of their status as a Community Organisation through the provision of either a copy of their Certificate of Incorporation stating the above or a copy of their Australian Charity and Not for Profit Commission registration, as well as a copy of their Certificate of Currency for Public Liability Insurance. This applies to both funded and unfunded Community Organisations.
- 5.4 Requests must be made a minimum of 2 weeks prior to the booking date.

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- 5.5 Damage deposit security bonds and the casual hire terms and conditions still apply.
- 5.6 The Charitable Fundraising Act 1991 requires that an organisation intending to fundraise for charitable purposes must hold a license to fundraise. This is obtainable from NSW Fair Trading - phone 9895 0011 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au). One of the following documents is required: copy of the Certificate of Incorporation from the Department of Fair Trading or An Authority to Fundraise from the organisation.
- 6 Insurance/ Public Liability Requirements and Indemnity**
- 6.1 Insurance may be provided by Council for individuals and/or social groups making a casual booking for a private function. This cover will not be extended to commercial or incorporated groups.
- 6.2 It is recommended that the Casual Hirer take out appropriate Public Liability Insurance for no less than ten million dollars (\$10,000,000). The insurance policy must be endorsed noting the use of Liverpool City Council's Community Venue and the purpose for which the Venue is to be used. This Certificate of Currency MUST be signed by or on behalf of the insurer. The insurer must be licensed in Australia in respect of such insurance. Where food or drink may be served it is recommended that the insurance policy carry a products liability extension.
- 6.3 The Casual Hirer shall at all times ensure that any person or persons engaged or employed by the Casual Hirer and conducting any activity within the Venue shall be fully covered by a Workers Compensation policy, and that the Casual Hirer shall be able to produce evidence of such cover to Council if requested.
- 6.4 The Casual Hirer agrees to indemnify Council and its contractors and agents from liability for any loss, damage or injury sustained, to their goods or persons, or the goods and persons of those attending the function of the Casual Hirer that may arise at or through the use of the Venue.
- 6.5 Neither Council nor its representatives shall be liable for any loss or damage sustained by the Casual Hirer or any person, firm or corporation entrusting to or supplying any article or thing to the Casual Hirer by reason of any such article or thing being lost, damaged or stolen. The Casual Hirer hereby indemnifies Council against any claim by any such person, firm or corporation in respect of such article or thing.
- 7 Security Bond and Payments**
- 7.1 The refundable damage deposit security bond and any applicable high risk security bond and security fees are payable at the time of making the booking.
- 7.2 If the function is classified as high risk, the Casual Hirer will be required to pay an additional high risk security bond for all Community Venues. High risk events include but are not limited to:
- Birthday celebrations – 15th to 40th birthdays inclusive
  - Weddings and receptions
  - Engagements
  - Henna nights and other pre-wedding functions
  - Hens and bucks parties
  - Kitchen teas and bridal showers

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- Christmas parties

Some high risk functions may not be permissible in certain Community Venues. If the function is in question, Council may determine whether or not it is of a high risk nature. Full high risk security bond payment is required at time of booking.

- 7.3 Security bonds and hire fees are charged based on Council's Revenue Policy. Council's fees and charges are subject to change as of 1 July each financial year. For a full list of the current fees and charges, visit [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au).
- 7.4 The hire fee must be paid prior to the booking date. If fees are not paid, bookings will be cancelled and the Venue can be re-booked to other users. The Casual Hirer will be responsible for any cancellation fee incurred.
- 7.5 Security bond and fees may be paid by cash or credit card in person, over the phone or online on the Council website (refer to instructions on the invoice). Credit card payments will incur a 0.5% surcharge. No personal cheques will be accepted.
- 7.6 After the booking, the Casual Hirer shall have their damage deposit security bond and high risk security bond (if applicable), pending no unremedied breaches (or so much as is then held by Council) refunded within 21 business days after keys/swipe tags have been returned to Council and once Venue inspection reports have been completed. There may be some delays around Council's scheduled end of year closure (i.e. from 25 December to 1 January inclusive).
- 7.7 Any breach charges to hire conditions will be deducted from the Casual Hirer's security bond.
- 7.8 If the security bond and/or high risk security bond was paid by credit card, the security bond will automatically be refunded into the credit card used. If the credit card used has expired, banking details will need to be provided (see clause 7.9).
- 7.9 If the security bond and/or high risk security bond was paid by cash, debit card or by other means, the security bond will be refunded by electronic funds transfer. The Casual Hirer will supply banking details at the time of key collection or booking of the Venue. Banking details should match the recipient name on the security bond payment receipt. All banking details will need to be provided in writing.
- 7.10 In the event that the banking details do not match the recipient's name on the security bond payment receipt, the Confirmation and Undertaking section on the Casual Hire Agreement must be filled out by the recipient and witnessed. This signifies that the undersigned is permitted to authorise refund of the security bond into the given account.

#### **8 Changes/ Cancellation of Booking**

- 8.1 Cancellation of a booking must be made in writing to Community Facilities Management. If more than 28 days' written notice is given the Casual Hirer shall pay a cancellation fee (refer to Fees and Charges for the current financial year). If less than 28 days' written notice is given the Casual Hirers shall forfeit the security bond or hire fee (whichever is the lesser).

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- 8.2 A grace period of 24 hours is allowed for any new bookings. If the Casual Hirer chooses to cancel within this period no charges apply and the security bond will be refunded in full.
- 8.3 Changes must be made in writing to Community Facilities Management. Only one free change of date is allowed. Any further changes will incur an administration fee for each change of booking. A minimum 10 working days' notice is required, and only a maximum of 3 changes only per booking is allowed. If more than 3 changes is made the booking will be cancelled and cancellation fees apply.
- 9 Casual Inspections and Risk Assessment**
- 9.1 The Casual Hirer is encouraged to do a casual inspection of the Community Venue before making a booking. Casual inspections can be arranged by contacting Council's Customer Services on 1300 36 2170.
- 9.2 Community Venues can be inspected on Mondays to Thursdays between 8.30 am and 3.30 pm, with the exception of Carnes Hill Community Centre, which can be inspected between 9.00 am and 3.00 pm. All keys/swipe tags must be collected and returned on the same day to Customer Service at Ground Floor, 33 Moore St, Liverpool.
- 9.3 The Casual Hirer is responsible for inspecting and performing a risk assessment on the Venue, surrounds, car park and any associated amenities to determine that the Venue is suitable for program requirements prior to their booking and entering into the Casual Hire Agreement.
- 10 Acts and Regulations**
- 10.1 The Casual Hirer shall conform to the requirements of the following acts and regulations: Public Health Act 2010 (including any Public Health Order), Fire Brigade Act 1989, State Emergency and Rescue Management Act 1989, Work Health and Safety Act 2011, Local Government Act 1993, and local law or regulation made thereunder and shall be liable for any breach of such Acts, Law or regulation.
- 10.2 All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of New South Wales for the time being in force must be complied with by the Casual Hirer and the notices given to the proper officers.
- 10.3 Council must also conform to the requirements of all Acts, Regulations, orders and directions from statutory authorities affecting its operations and functions including but not limited to Public Health Orders that may impact on the Casual Hirer's use and occupation of the Venue (e.g. forced closures, social distancing measures, change in occupancy limits). The Casual Hirer must not make any claim against Council for any loss or damage arising or incurred because of Council's compliance with such statutory laws and requirements, and must cooperate with the reasonable directions of Council.
- 11 Copyright**
- 11.1 The Casual Hirer must not infringe, or allow others to infringe, any copyright, performing right or other protected right involved in any performance or use of the Venue.
- 11.2 The Casual Hirer must obtain from the Australian Performing Rights Association (APRA) or any other appropriate person or organisation



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all licences or other approvals as required prior to the booking date(s), and provide written evidence of such if required by Council.

- 11.3 In the case of the showing of films, the Casual Hirer must comply with the requirements under the Classification (Publications, Films and Computer Games) Act 1995. Details available at: [http://www.austlii.edu.au/au/legis/cth/consol\\_act/cfacga1995489/](http://www.austlii.edu.au/au/legis/cth/consol_act/cfacga1995489/)

**12 Availability of Venues**

- 12.1 Council's Community Venues are closed from Christmas Eve, Christmas Day, Boxing Day, New Year's Eve and New Year's Day inclusive. Special consideration will be made for Community Organisations whose programs are required to continue through this period (i.e. support groups and religious groups).
- 12.2 To allow for social functions, no permanent bookings from Community Organisations are accepted after 2.00 pm on Fridays and Saturdays evenings. On Sundays limited centres are available for permanent bookings.

**13 Permission to Occupy**

- 13.1 The Casual Hirer is only entitled to the use of particular part or parts of the Community Venue booked as per the date and time set out on the Casual Hire Agreement. Council reserves the right to permit any other portion of the Venue to be hired for any other purpose at the same time.
- 13.2 The minimum booking duration for any Venue is 1.5 hours from Monday to Thursday and Friday mornings up to 3.00 pm. From 4.00 pm Friday to 11.00 pm Sunday block times apply.
- 13.3 The capacity of the Venue must not exceed the number of people attending the Venue. Council Venues are designed to accommodate a limited amount of people. Based on the Venue's size, the amenities, equipment etc. and the Fire Safety Regulations.
- 13.4 The Casual Hirer shall not sub-let the Venue or transfer the hiring to another.
- 13.5 Where there is more than one room or hall within a Venue, Casual Hirers need to be aware that Council may hire all rooms to various groups.
- 13.6 Where there is more than one group within a Venue, Casual Hirers need to be understanding and co-operative with each other.
- 13.7 Areas locked or not available for hire are classified as prohibited areas and are not to be entered or used in any way by the Casual Hirer or the Casual Hirer's guests.

**14 Refusal to Grant Hire**

- 14.1 It shall be at the discretion of the Coordinator Community Facilities Management to refuse to grant the hire of a Venue in any case and, notwithstanding that permission to hire the Venue may have been granted or that these conditions may have been accepted and signed and the fees and security deposit paid, the Coordinator Community Facilities Management or his/her administrative team shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The Casual Hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim against Council at law or in equity for any loss or damage in consequence thereof.

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**15 Security**

- 15.1 Special conditions may be imposed for some types of events, including additional security requirements. The Casual Hirer will be required to pay an additional security fee when hiring the Chipping Norton Recreation Centre (The Lakes Boatshed), Cecil Hills Community Centre and Wattle Grove Community Centre on all evenings of the week.
- 15.2 The security fee also applies to all high risk events in the evening – (15th to 40th inclusive parties) adult functions, weddings, engagements, hen’s buck’s parties, receptions and any other function that Community Facilities Management determines as a high risk. Full payment of the security fee is required at the time of booking. The Venue guard is engaged for the last 4 hours of the function and is engaged for the preservation of Council’s facilities.
- 15.3 Venue guard fees are non-negotiable.
- 15.4 The Venue guard’s duties are to report to the Casual Hirer upon arrival, enquire after any issues that need to be reported, patrol the external area of the Venue, ensure that people who are leaving do so in an orderly manner, and assist the Casual Hirer in arming and locking up the Venue. The Venue guard is not to act as a bouncer or RSA marshal at the event or function. Should any problems arise they will report them to the security company’s control room, who will inform the relevant authorities and request for any assistance necessary.
- 15.5 All Casual Hirers of the facilities in Liverpool should assess their individual need for security, taking into account the nature of the Venue, the age and number of attendees and other relevant factors, and consider whether the Casual Hirer may need to engage security staff. The selection and engagement of any security is a matter between the Casual Hirer and the firm engaged (at the Casual Hirer’s cost).
- 15.6 In the event that the function becomes out of control, the Casual Hirer is responsible for shutting down the function and arranging for guests to vacate the Venue as a duty of care.

**16 Emergencies and Elections**

- 16.1 In case of an emergency, an election (such as State, Federal/Local), urgent maintenance, or specialised Council event/s, that requires use of a community Venue, casual bookings may be cancelled by Council, and if possible an alternative Venue will be offered or full refund of any fees paid. No other compensation will be given.
- 16.2 An emergency includes but is not limited to: Natural disasters (hurricanes, floods, hail, etc.), fire, civil unrest, riots, strikes and armed conflict.
- 16.3 Where possible, Council will endeavour to give adequate notice, but this may not always be feasible given the nature of the emergency/incident.

**17 Casual Hirers Conduct and Responsibilities**

- 17.1 The Casual Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the Venue throughout the whole duration of the period of use.
- 17.2 The Casual Hirer is responsible for the conduct of all patrons/guests during their booking and must ensure that no disorderly or unlawful

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behaviour is permitted in connection with the use of the Venue, in or around the Venue, parking bays and surrounding areas.

- 17.3 The Casual Hirer, while on the Venue, shall abide by the directives given by Council and its representatives.
- 17.4 No spitting, obscene or insulting language, disorderly behaviour or damage to property shall be permitted in any part of the Venue.
- 17.5 The Casual Hirer must comply with all relevant legislation and/or direction from Council and Police regarding any nuisances. These include and are not limited to, noise that unduly disturbs, distresses, causes annoyance to residences in the near vicinity, waste/rubbish entering near-by residential properties, vehicle car parking and wandering of guests onto private land.
- 17.6 If the Venue is located in a residential area, it is expected for the Casual Hirer to be aware of and respect the residents in surrounding houses. Noise must be kept to a minimum at all times in the immediate area. The level of noise must not inconvenience surrounding residents and Casual Hirers are to keep Venue doors closed during their booking.
- 17.7 Loud music and noises must cease during the following times:
  - Midnight to 8am on Friday, Saturday or any day preceding a public holiday
  - 10pm to 8am on any other day
- 17.8 If the Venue shares an entrance with a Council Library and is fitted with sliding doors, these doors are programmed to open and close based on the Library times. Access to these doors outside of these times are done through keys/pin codes, and exit is allowed via a push button inside the centre. The Casual Hirer must not tamper with or use an object to prop open the sliding doors as this will damage them.
- 17.9 Parking of vehicles is not permitted on footpaths or on grassed areas surrounding the Venue. The Casual Hirer will be responsible for any damage or inconvenience caused vacating the Venue and will be charged accordingly.
- 17.10 No pets, animals, insects (including native or other) are allowed in or around the Venue with the exception of assistance animals as defined by section 9 of the Disability Discrimination Act 1992.
- 17.11 The Casual Hirer must comply with the Public Health Regulation 2012 with regard to funerals.
- 17.12 Selling of merchandise may be permitted for charitable and fundraising purposes – prior permission must be obtained from Council. Selling of merchandise for profit-making purposes is not permitted.
- 17.13 The Casual Hirer must avoid using social media websites to advertise their function and/or party. The Casual Hirer must notify Police immediately if there is any trouble with uninvited guests. It is the Casual Hirers' responsibility to ensure that the Venue is safe and secure.
- 17.14 Misrepresentation and/or failure to disclose correct or all information pertaining to the booking – including but not limited to: nature of the function, identity of person making the booking (bookings can only

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be made by persons aged 21 years over), exceeding the capacity of the Venue, and consumption of alcohol on the Venue – will require forfeit of security bond.

#### **18 Fire Safety Regulations/ Evacuation Plan**

18.1 The Casual Hirer is responsible for the safety of guests attending their hired event/function and implementing the below procedure. The Environmental Planning and Assessment Regulation 2000 Venue must be enforced. The Casual Hirer is responsible for/but not limited to, the following:

- Must read and abide by the Emergency Evacuation Plan located on the wall within the Venue hired.
- Knowledge of the location of all fire exits of the Venue and be capable of directing guests to these fire exits as required.
- Knowledge of the location of prescribed fire safety installations/equipment provided in the Venue: (instructions for use are detailed on all fire extinguishers)

18.2 Ensure doors to an evacuation route are not locked and can be opened; and to check that there are clear paths of evacuation from all occupied areas in the Venue at all times. The Casual Hirer must ensure occupants of the Venue can exit directly into open space or another place of safety; (N.B. Fire safety exits must be left unimpeded at all times, vehicles must not be parked and boxes or other items must not be left outside the fire exit door).

The Casual Hirer must ensure:

- They are fully aware of any mobility restrictions and other characteristics of the persons attending;
- That the number of persons in the Venue at any one time does not present an unreasonable risk to the safety of any person in the Venue (refer to capacity of Venue).
- They are aware of and suitably manage the flammability of any items, utensil or piece of equipment introduced into the Venue by the Casual Hirer.
- That they undertake the following in relation to evacuation procedures for the Venue:
  - 1 Inform guests of the evacuation plan located on the wall:
  - 2 If required, alerting & communicating with all persons in the Venue as to any fire/emergency and sound an alarm (verbal) to evacuate. Contact Fire Services on "000" immediately or if unable, instruct another person to contact them by mobile phone;
  - 3 Direct the evacuation of all persons from the hall including persons with special needs to a designated outdoor assembly area (depending on wind direction, assemble all persons a safe distance from the fire);
  - 4 Check whether all persons have been evacuated from the Venue and the number/identity of any persons not accounted for;
  - 5 Meet the fire officers attending the Venue in response to the fire/emergency.

#### **Emergency Contact Numbers:**

000 - Emergency Services (Police/Fire/Ambulance)

1300 36 2170 – Liverpool City Council (after hours number)

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- 18.3 Fire equipment and hoses are provided in Council Venues as a requirement by law for safety measures. Unlawful use of the fire extinguisher or fire hoses is strictly prohibited. The Casual Hirer must advise if the fire extinguishers and hoses have been used in anyway. If fire equipment is used in an irresponsible manner, the cost of inspection and replenishing will be deducted from the security bond. Misuse of this equipment will result in a large fee and the discontinued use of Council Venues.
- 18.4 Prohibited Items – including but not limited to: Barbeques, gas bottles, open flames, pyrotechnics, portable stoves or ovens, smoke machines, kerosene or spirit type lamps, spit roasts or kegs must not be used within the Venue or within the surrounding grounds. Failure to comply with the requirements will be regarded as a breach of hiring agreement. Candles may only be used if secured in a glass (or similar) e.g. tea lights that will contain the flame if knocked over and which will prevent wax from dripping on tables and floors. No fire of any type may be lit in the surrounding grounds of the Venue.

#### **19 First Aid**

- 19.1 It is the responsibility of the Casual Hirer to provide adequate first aid requirements relative to the activity being undertaken. No first aid equipment or supplies are provided in the community Venues.
- 19.2 Any accidents, injuries and incidents must be reported to Council within 1 working day of the event occurring. Any accidents, injuries and incidents that results in a person being taken to hospital must be reported immediately to Council.

#### **20 Keys, Pin Codes and Alarms**

- 20.1 Keys and alarm procedures will be issued once the hire fees have been paid. The Casual Hirer shall not enter the Venue prior to the time stated on their Casual Hire Agreement. If the Casual Hirer fails to abide by this they will be in breach of the Casual Hire Agreement and charges will apply
- 20.2 For bookings during the weekend: Keys and/or pin codes are to be collected between Thursday 12.00 noon to Friday 3.30 pm prior to the booking or last business day prior to the weekend between the hours of 8.30am and 3.00pm from Council's Customer Service Centre at Ground Floor 33 Moore Street, Liverpool. Keys are to be returned on Monday or the next business day (if public holiday applies following the weekend booked date) between the hours of 8.30am and 3.00pm.
- 20.3 For bookings during the week: Keys and/or swipe tags are to be collected on the day of the function or the last business day before the function between the hours of 8.30am and 3.00pm from Council's Customer Service Centre at Ground Floor 33 Moore Street, Liverpool unless other arrangements are made with Council. Keys are to be returned the next business day between the hours of 8.30am and 3.00pm.
- 20.4 Photo identification is required on collection of keys.
- 20.5 A letter of authorisation from the Casual Hirer must be presented should the Casual Hirer not be able to collect the keys.
- 20.6 Keys cannot be copied or passed on to other Casual Hirers/users of the Venue.

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- 20.7 Failure to pick up and/or return keys during the hours stated would result in a fee being charged and/or the function being cancelled.
- 20.8 If the keys are lost and unable to be found within a reasonable time the Casual Hirer will be charged the cost of rekeying the locks for the entire Venue, as well as new keys for all existing Casual Hirers of the centre.
- 20.9 Carnes Hill Community Centre is equipped with keyless, pin code access. The Casual Hirer will be provided with a unique pin code to access the Venue. The pin code will only be active from for the duration of the Casual Hirer's permanent hire.
- 20.10 The Casual Hirer should exercise caution in supplying the pin code to attendees and third parties. Should access to the community Venue be breached, the Casual Hirer will be solely responsible for any and all resulting damages.

**21 Air Conditioning**

- 21.1 Air conditioners can only be used when all windows and doors are closed.
- 21.2 Air conditioning systems must be turned off prior to locking the Venue.
- 21.3 The system will cease operation automatically after two hours but to conserve energy the Casual Hirer should turn it off when not required.

**22 Furniture and Equipment**

- 22.1 The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the Casual Hirer. For safety reasons, please refer to instructions in the Venues with regard to stacking chairs, which must be placed in front of cupboards or equipment which others may need to access later. Chairs and tables must be returned to the allocated storage space provided.
- 22.2 Ample number of tables and chairs are provided to the capacity of each Community Venue. 8 chairs to a table is recommended. Furniture or equipment required, other than that already provided, must be supplied by the Casual Hirer at the Casual Hirer's expense and shall be the liability of the Casual Hirer.
- 22.3 Any type of furniture or equipment should be moved by carrying and not by dragging. Trolleys should be used where provided.
- 22.4 Equipment such as chairs and tables must remain in the room hired and not transferred between each room within the Venue.
- 22.5 The use of large pieces of equipment including but not limited to jumping castles, mobile cool rooms, wood fire pizza ovens, cotton candy machines, food trucks and mobile play centres will need to be approved by Community Facilities Management. If approved, a copy of the provider's Certificate of Currency for Public Liability Insurance will be required.
- 22.6 The use of jumping castles is not permitted inside the Venue or adjacent car park. Jumping castles must be placed outside on a grassy area and be powered by its own generator. No cables must be run from the community Venue to power the jumping castle. A copy of the provider's Certificate of Currency for Public Liability Insurance will be required. Due to restrictions, only select Venues

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have space outside for a jumping castle. The Casual Hirer is responsible for checking that the Venue grounds have adequate space. Jumping castles are not permitted at the following venues: Carnes Hill, Green Valley, Hinchinbrook, Hilda M Davis, Liverpool, Seton, Moorebank and Wattle Grove Community Centres.

22.7 For further information regarding permissible placement of items within the exterior or interior of the Venue please contact Community Facilities Management on [managementf@liverpool.nsw.gov.au](mailto:managementf@liverpool.nsw.gov.au).

**23 Decorations**

23.1 No stage property, decorations, electric lighting, of any kind or articles of similar nature shall be brought into the Venue without prior consent of the Coordinator Community Facilities Management or his/her administrative team.

23.2 All such articles and property as well as any catering appliances or fittings shall be removed by the Casual Hirer at the end of the booking.

23.3 Items included but not limited to drawing pins, nails, screws, hooks or adhesive tape must not be used to affix decorations to walls, operable walls, floors, acoustic panels, timber work or fittings. All decorations are to be removed after the booking (including any blue tack or similar that has been used). If any items remain, the cost of removal may be deducted from the security bond.

23.4 Balloons must be tied down and not allowed to rise to ceilings otherwise removal costs may be incurred. No decorations must be attached to fans or other electrical fittings.

23.5 The operable walls at Carnes Hill Community Centre must not be tampered with or forced open.

23.6 Ladders are not supplied by Council. The Casual Hirer will need to provide a ladder if required for decorating. Standing on tables and chairs is not permitted.

23.7 The use of party items including but not limited to confetti, glitters, sprays, poppers, streamers and rice is not permitted.

**24 Signage and Marketing**

24.1 No notice, sign or advertisement of any kind shall be erected on the Venue or attached or affixed to the walls, doors or any other portion of the Venue, fittings or furniture, without prior consent of the Coordinator Community Facilities Management or his/her administrative team.

24.2 No banners, or other marketing material advertising, are permitted without Council consent.

24.3 Signs may not be displayed by Casual Hirers except on noticeboards where provided. Any non-complying signs or notices may be removed, with the cost of removal charged to the Casual Hirer.

24.4 The Casual Hirer must ensure that any marketing or promotional material that contains the name of the Venue and/or Council's name is printed and distributed in a responsible manner, and any information contained in said material is consistent with these conditions. The Casual Hirer is to seek special approval before using the Council name and logos in any form of marketing.

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- 25 Electrical Equipment**
- 25.1 All electrical equipment brought in for use at the hired Venue must be in good condition and must have a current Electrical Test Tag (AS 3760).
- 25.2 Power outlets are 10amp; any appliance or combination of appliances used must not exceed the rating of the outlet.
- 25.3 Double adaptors, multi plug in power boards and heating appliances are not permitted.
- 25.4 The Casual Hirer is responsible for turning off any electrical requirements in the Venue at the end of their booking, with the exception of the refrigerators.
- 25.5 Bringelly, Carnes Hill and Greenway Park Community Centre are fitted with projectors and screens that can be accessed using the keypads and AV ports. For more information refer to the Carnes Hill Community Centre User Guides on the Council website. Laptops, microphones, HDMI or VGA cables used to connect to the projectors are not provided.
- 25.6 No connection of or interference with the electrical installation, lighting effects or other properties and for the use of any apparatus for broadcasting or otherwise is allowed without prior approval from Council.
- 26 Parking**
- 26.1 It is the responsibility of the Casual Hirer to ensure vehicles belonging to themselves or the attendees of their booking(s) do not obstruct access to driveways or restrict parking in the street. If the community Venue has a car park available, this must be used.
- 26.2 Vehicles are not to be parked on footpaths or on the grassed area surrounding the Venue.
- 26.3 The Venue and car park must be cleared as soon as the booking is finished.
- 27 Cleaning and Leaving the Venue**
- 27.1 The Casual Hirer is responsible for leaving the Venue in a clean and tidy state, this includes the following:
- Sweep floors and damp mop any spillage. The entire floor must not be mopped as this will damage the floorboards
  - Sweep and mop kitchen and toilets
  - Remove all food and drinks, especially from the refrigerator
  - Wipe down tables, chairs, kitchen benches, ovens and fridges with a damp cloth
  - Neatly stack and return tables and chairs to allotted storage area; where there is no store room or insufficient space in the store room they must be placed neatly against the wall of the room. Furniture must not be dragged across the floor; use trolleys if provided
- 27.2 The Casual Hirer is required to report to Council if the Venue was not found in a clean and tidy state. Photographic evidence is required for proof of unsatisfactory condition of the Venue prior to hire.
- 27.3 Cleaning equipment such as mop, bucket, and broom are provided, with the exception of vacuum cleaners. Where there is carpet in the Venue or its foyer, Casual Hirers are to clean up the best they can. Council's Facilities Cleaners will vacuum any carpeted areas.



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- 27.4 The Casual Hirer is responsible for leaving the external areas in a clean and tidy state e.g. gardens, lawn areas, car park, driveway etc. must be left in the same condition as prior to the hire of the Venue. The Casual Hirer is responsible for removal and disposal of any rubbish, smoke butts, glass or broken glass left outside.
- 27.5 Any cost incurred by Council in cleaning the internal or external Venue resulting from the condition in which the Casual Hirer has left the Venue shall be recoverable from the Casual Hirer and charges applied as per Council's Revenue Policy (fees and charges).
- 27.6 The Casual Hirer is responsible for all their garbage, which should be placed in plastic bags in the large bins provided outside the Venue. If rubbish exceeds the bin capacity then it must be taken with the Casual Hirer. Where no bins are provided and/or bins are full or locked prior to usage, all garbage must be removed by the Casual Hirer. Waste must not be placed on the ground adjacent to the bin.
- 27.7 Casual Hirers will incur a removal fee if they fail to remove their waste as per Liverpool City Council's Revenue Statement (fees and charges).
- 27.8 The Casual Hirer must ensure that all lights, fans, air-conditioners and cooking appliances are turned off, windows closed and all doors locked and alarm armed prior to leaving the Venue.
- 28 Obstructions**
- 28.1 The Casual Hirer shall comply in every respect with legislation, Codes or Australian Standards with regard to public Venues for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the Venue. Any person causing an offence against such regulations shall be removed from the Venue.
- 29 Smoking**
- 29.1 No smoking is permitted within any Council Venue as specified under the Smoke-free Environment Act 2000. It is the responsibility of the Casual Hirer to ensure this condition is strictly enforced. Any cigarette butts in the surrounds of the Venue are to be collected and placed in the garbage bins provided.
- 30 Liquor/ Alcohol**
- 30.1 If alcohol will be consumed during a booking, a Consumption of Alcohol in Liverpool City Council Venues Application Form must be completed. This form is attached to the confirmation email sent to the Casual Hirer as part of the Casual Hire Terms and Conditions, or can be obtained at [www.liverpool.nsw.gov.au/trim/documents?RecordNumber=244276.2019](http://www.liverpool.nsw.gov.au/trim/documents?RecordNumber=244276.2019).
- 30.2 The application form must be signed and stamped at the police station nearest to the Venue no later than 15 days prior to the function. A copy must be provided to Council no later than 5 working days prior to the function. If this form is not completed/provided, Council reserves the right to cancel the booking, at which point cancellation fees will apply.
- 30.3 NSW Police has systems in place to provide guidance regarding security at Casual Hirer's functions and procedures to register the location and date of the function. This information pack can be obtained from the local police station or online at [https://www.police.nsw.gov.au/online\\_services/party\\_safety](https://www.police.nsw.gov.au/online_services/party_safety).

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- 30.4 In accordance with the Liquor Act 2007, alcohol must be consumed in a responsible manner at all times. Alcohol must not be sold on the Venue at any time.
- 31 Fundraising and Trade**
- 31.1 The Charitable Fundraising Act 1991 requires that an organisation intending to fundraise for charitable purposes must hold a license to fundraise. This is obtainable from NSW Fair Trading - phone 9895 0011 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au). One of the following documents is required: copy of the Certificate of Incorporation from the Department of Fair Trading or an Authority to Fundraise from the organisation.
- 31.2 Selling of merchandise may be permitted for charitable and fundraising purposes – prior permission must be obtained from Council. Selling of merchandise for profit-making purposes is not permitted.
- 32 Gambling**
- 32.1 No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the Venue, with the exception that this clause shall not prevent the Casual Hirer using the Venue for games (where monetary exchanges) Bingo or equivalent, providing relevant permits have been obtained in accordance with Unlawful Gambling Act 1998 No 113.
- 33 Programs Involving Children**
- 33.1 Where groups operate programs that involve children and young people, the Casual Hirer must comply with all obligations under Children and Young Persons (Care and Protection) Act 1998 and the Child Protection (Working with Children) Act 2012 and ensure that these legislations guide their operations.
- 34 Theft and Lost Items**
- 34.1 All personal property, goods and equipment brought in by the Casual Hirer must be removed from the Venue no later than the time specified on the hire agreement. No items are permitted to be left set up overnight.
- 34.2 The Casual Hirer is responsible for the care and control of their own property or personal effects and loss or damage to such items is not covered by Councils insurance policy. Council is not liable for lost, stolen or damaged items (refer to clause 6.5).
- 35 Damages/ Breakages**
- 35.1 The floors, walls, curtains or any other part of the Venue or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged.
- 35.2 The Casual Hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.
- 35.3 If a Venue fault occurs during the hire period (e.g. water, sewerage or electricity), the Casual Hirer should contact Council immediately on 1300 36 2170 (after hours service).
- 35.4 All breakages and any damage must be reported to Council's Customer Service Centre on 1300 36 2170 as soon as possible. The Casual Hirer is responsible for the full replacement cost of any damages or breakages to the Venue, its fittings and contents, and the surrounding grounds or any additional cleaning that is required.

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- 36 Breach of Hire Terms and Conditions**
- 36.1 Failure to comply with the requirements set out in these terms and conditions of hire will be regarded as a breach of the Casual Hire Agreement. Council has the right to recover any amount due in respect of such breach and/or to cancel all or any bookings.
- 36.2 The Casual Hirer is responsible to pay for any fees incurred as a consequence of their use of the Venue. These charges are Goods & Services Tax (GST) inclusive.
- 36.3 Fees will automatically be deducted from the Casual Hirer's damage deposit. If fees exceed the security bond, an invoice will be sent to recover the remainder.
- 36.4 Failure to make payment within 14 days may result in Council referring the matter to their Debt Recovery Officer.
- 37 Disputes**
- 37.1 In the event of any dispute or difference arising during the hire period, or as to the interpretation of these conditions, or of any matter or thing contained therein, the decisions regarding disputes will be made by the Internal Ombudsman (or delegate) and are final and conclusive.
- 37.2 Disputes must be referred to Council in writing to: Liverpool City Council, Locked Bag 7064, Liverpool BC NSW 1871 or to emailed to [managementf@liverpool.nsw.gov.au](mailto:managementf@liverpool.nsw.gov.au).
- 38 After Hours Contact Numbers**
- 38.1 Council's after-hours number is 1300 36 2170; this should be used in the event of an emergency only.
- 38.2 If the after-hours number is called for any reason other than an emergency all costs associated with the call will be charged to the Casual Hirer regardless of whether someone is required to attend the Venue.
- 38.3 If the Venue is not clean or there is any minor damage to the Venue, or there is any other problem, please report this to Council's Customer Service centre on 1300 36 2170 during business hours.
- 39 Variations**
- 39.1 Council may vary these conditions at any time in its absolute discretion, with or without notice to current or prospective Casual Hirers.
- 40 Force Majeure**
- 40.1 Neither Council nor the Casual Hirer shall be liable for any failure to carry out an obligation under these conditions or Casual Hire Agreement if the failure was caused by circumstances beyond its reasonable control including but not limited to acts of God, inclement weather, fire, tempest, flood, tsunami, accident, interruptions to energy supplied, strike, riot, civil commotion or war, whether declared or not, viral events such as outbreaks, epidemics and pandemics (e.g. COVID-19) and the effects thereof (including but not limited to supply chain disruption, government sanctioned shutdown and restrictions, government imposed or recommended lockdowns or social distancing measures, disruption to working days and hours and disruption to or shortages of labour resources) (Force Majeure Event).

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- 40.2 Each party shall do all things reasonably necessary to mitigate the effect of the Force Majeure Event on the performance of its obligations under these conditions or the Casual Hire Agreement.
- 40.3 Notwithstanding any other provision in these conditions or the Casual Hire Agreement, the obligations of Council or the Casual Hirer are suspended so long as the Force Majeure Event continues to affect such obligation or obligations. For the avoidance of doubt, unless otherwise agreed by Council, all other obligations continue in full force and effect.
- 40.4 Notwithstanding any other provision in these conditions Council may cancel a Casual Hire Agreement or a booking at any time due to a Force Majeure Event. Any refund in hire fees (full or partial) will be determined by the Coordinator Community Facilities Management in their absolute discretion, acting reasonably.

**AUTHORISED BY**  
Chief Executive Office

**EFFECTIVE FROM**  
1 July 2020

**DEPARTMENT RESPONSIBLE**  
Community Facilities Management  
City Community and Culture

**REVIEW DATE**  
1 July 2022

**THIS PROCEDURE HAS BEEN DEVELOPED IN CONSULTATION WITH**  
City Community and Culture business units

**REFERENCES**  
NSW Police Safe Party Practices [www.Police.Nsw.Gov.Au.Liverpool](http://www.Police.Nsw.Gov.Au.Liverpool)  
NSW Liquor Act 2007  
Disability Discrimination Act 1992  
NSW Charitable Fundraising Act 1991